

DOCUMENT # 5620
ADOPTED 3/10/94

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

SHIPYARD MARINER TRUST

This Agreement is made as of the ___ day of _____, 1994 by and between the **BOSTON REDEVELOPMENT AUTHORITY** (hereinafter referred to as "Licensor") and **SHIPYARD MARINER TRUST** (hereinafter referred to as "Licensee").

A license to occupy the License Area is approved subject to the following terms and conditions:

1. The License Area located on Parcel 39A, bounded by Ninth Street and Second Avenue in the Charlestown Navy Yard, is to be used for the purpose of off-street parking for approximately fifty (50) cars for those leasing boatslips at Pier 6 and given permission by the Licensee, for the period June 1, 1994 through September 5, 1994 and limited to the hours of between 5:30 PM to 7:00 AM Monday through Friday and 5:30 PM Friday to 7:00 AM, Monday, and including holidays.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. Licensee also have right to exercise thirty (30) days written termination notice. No obligation on the part of the Licensor direct or indirect, is to be construed beyond this temporary license.
4. The License Fee shall be Six Thousand Three Hundred and Thirty-three Dollars (\$6,333.00) payable in advance in three monthly installments of Two Thousand One Hundred and Eleven Dollars (\$2,111) per month, commencing on the 1st day of June 1994.
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee within the scope of their duties for the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring Licensor and itself against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand Dollars (\$500,000) for property damage, One Million Dollars (\$1,000,000) for injury or death to one person, and Two Million Dollars (\$2,000,000) for injury or death to more than one person in a single accident. Licensee shall also carry insurance for theft and vandalism. Licensor shall be named as an additional insured on all policies for such insurance, and Licensee shall furnish a certificate of such insurance to Licensor prior to taking occupancy of the License Area.
7. Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. Licensee shall not commit or suffer waste or impairment of the License Area property.
8. Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material shall be permitted on the premises and Licensee shall at its own expense clean the area of the same.
9. Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which this License is granted, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. During the term of this License Agreement, Licensee agrees to assume all maintenance expenses including water and sewer charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, better assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

Licensee shall be solely responsible for all maintenance, security and other services required to keep the License Area in good, safe and attractive condition and repair. All improvements of any kind of Licensee, and of all persons claiming through or under Licensee, shall be at the sole risk of Licensee.
11. Licensee agrees to comply with any other reasonable rules and regulations as Licensor shall establish from time to time upon notice to Licensee.
12. Failure to pay the License Fee or to comply with the covenants contained herein after notice will terminate this agreement forthwith. Licensee agrees to

- surrender the premises peacefully, and further not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of Licensors.
 14. No improvements or alterations shall be made to the License Area without Licensors' written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, Licensee shall remove from the License Area all of its equipment, supplies, furnishings and other personal property and shall, if directed by Licensors, also remove all fixtures and fixed improvements installed by Licensee and repair any damage caused thereby. Property not so removed shall, at Licensors' option, become the property of Licensors. Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.
 15. Proper stickers or other identification shall be provided by Licensee for all vehicles parked in the area and Licensee shall inform anyone using the License Area that they do so at their own risk and that Licensors will not be held liable for any damage or injury incurred to any persons and/or vehicles.
 16. Licensee is responsible for towing all illegally parked vehicles from the License Area. However, Licensors reserves the right to tow vehicles illegally parked and Licensee shall indemnify and save harmless Licensors for all costs and expenses for towing and as described in Paragraph 5 hereof.
 17. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
 18. It is understood that the Licensee shall provide free and clear access to and within the parking area for fire, police and other emergency vehicles. It is further understood free parking will be made available to Authorized Boston Redevelopment staff during the license period.
 19. Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, the rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to Licensors, and promptly and fully comply with whatever rules and directions Licensors, in its sole discretion, shall issue.
 20. Licensee shall assume all costs of security of the License Area and agrees to provide reasonable and necessary security.
 21. Licensee shall have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

22. Licensee shall neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestions and review by Licensor's design staff, and these improvements will be paid for by the Licensee.

23. Licensee shall permit Licensor or its developer to enter upon the License Area at any reasonable time to inspect the same, and/or take site measurements, perform test borings or similar subsurface explorations. The Parties shall use best efforts to coordinate such activities.

IN WITNESS WHEREOF, the Parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

SHIPYARD MARINER TRUST

By: _____
Its Trustee

APPROVED AS TO FORM:

Kevin J. Morrison
Acting Chief General Counsel
Boston Redevelopment Authority

MEMORANDUM**MARCH 10, 1994**

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA L. LAGO, DIRECTOR

FROM: BRIAN DELOREY, ASSISTANT DIRECTOR FOR
ECONOMIC DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR FOR
ECONOMIC DEVELOPMENT
WM. ARTHUR REILLY, PROJECT DIRECTOR FOR
ECONOMIC DEVELOPMENT

SUBJECT: PARCEL 39A - LICENSE FOR PARKING
CHARLESTOWN NAVY YARD
CHARLESTOWN URBAN RENEWAL AREA MASS-55

SUMMARY: This memorandum request authorization to execute a license with Shipyard Marina Trust for Parcel 39A for use as a parking lot.

Parcel 39A consisting of approximately 13,500 S.F. is located between First and Second Avenues and Ninth Street in the Charlestown Navy Yard. This site is currently vacant and is being used by authority staff as a parking lot during weekday business hours. Shipyard Marina Trust operate the Boating Marina on Pier 6 and has limited parking on the Pier for individuals who rent their slips for boating purposes. In the past these boaters rented parking spaces in Flagship Wharf which abuts the Marina. Since the successful sale of the units at Flagship, there now is less public parking available. Shipyard Marina Trust continues to encourage use of the public garage and this also is becoming less available as increased activities continue in the Navy Yard.

In order to promote their Marina and the availability of slips and parking for owners vehicles, Shipyard Marina Trust is seeking to lease Parcel 39A from the Authority on a night and weekend basis from June 1, 1994 to September 5, 1994.

It is proposed that the BRA execute a license for surface parking on the existing lot for a term of three months, with the provision that the lot shall be vacated on a thirty (30) day written notice by the Licensor. The fee will be Two Thousand One Hundred and Eleven Dollars (\$2,111.00) per month from June 1, 1994 to September 5, 1994 and the licensee shall not allow parking for more than 50 cars and only vehicles associated with marina boat rentals. This parking agreement will be for the hours between 5:30 p.m. to 7:00 a.m. weekdays and 5:30 p.m. Friday night until 7:00 a.m. Monday morning. The licensee shall be responsible for illegally parked cars and for the removal of cars remaining on the site

after 7:00 a.m. The license will also arrange security, as well as supplying the necessary insurance to indemnify and save harmless the Boston Redevelopment Authority and will not preclude the Authority staff from using the parking area when necessary at no charge.

An Appropriate Vote follows:

VOTED: That the Director is authorized to execute a License Agreement with Shipyard Marina Trust for marina related parking on Parcel 39A in the Charlestown Navy Yard. Said License shall be substantially in the Form attached hereto, and shall contain such terms, conditions and revisions as the Director may deem proper and in the best interest of the Boston Redevelopment Authority. In addition the licensee shall also be required to further indemnify and save harmless the Authority from any and all claims arising as a result of activities permitted therein. The License shall carry for the term of this Agreement, comprehensive Public Liability Insurance naming the Authority as additionally insured.